

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO A2		PAGE OF 1 / 43 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. N00164-01-R-0028		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 28 FEB 01	
7. ISSUED BY CONTRACTING OFFICER CODE 1164ER, BLDG. 64 NAVSURFWARCEMDIV CRANE 300 HIGHWAY 361, CRANE, IN 47522-5001		CODE N00164		6. REQUISITION/PURCHASE NO.			
8. ADDRESS OFFER TO (If other than Item 7)							
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".							
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG. 64 until 2:00 PM local time 03/30/01 (Hour) (Date)							
CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.							
10. FOR INFORMATION CALL:		A. NAME ROGER BRETT		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (812)854-5269			
11. TABLE OF CONTENTS							
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OFFER (Must be fully completed by offeror)							
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10. CALENDAR DAYS		20. CALENDAR DAYS		30. CALENDAR DAYS	
		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY			
				CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	
				(Signature of Contracting Officer)			

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.
NSN 7540-01-152-8064
PREVIOUS EDITION NOT USABLE

PerFORM (DLA)

STANDARD FORM 33 (Rev. 4-85)
Prescribed by GSA

<u>ITEM NO.</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	Procurement of material/parts required for the manufacture of 13 silver/zinc PEACEKEEPER batteries IAW Drawing Package 203715 Rev. P and Critical Item Development Specification for Missile X Electronics Battery, S-118-41037 Parts I and II and establishment of documentation (SOW Task 1) and monoblock/cell level testing (SOW Task 2)	1	LO	\$	\$
0002	Data IAW DD Form 1423	1	LO	NSP	NSP
<u>OPTIONS</u>					
0003	Fabrication and delivery of 1st article batteries (SOW Task 3)	13	EA	\$	\$
0004	Fabrication/delivery of production quantity batteries (SOW Paragraph 3.2.4.1)	10	EA	\$	\$
0005	Fabrication/delivery of production quantity batteries (SOW Paragraph 3.2.4.2)	10	EA	\$	\$
0006	Fabrication /delivery of production quantity batteries (SOW Paragraph 3.2.4.3)	10	EA	\$	\$
0007	Fabrication/delivery of production quantity batteries (SOW Paragraph 3.2.4.4)	10	EA	\$	\$
0008	Fabrication/delivery of production quantity batteries (SOW Paragraph 3.2.4.5)	10	EA	\$	\$

In accordance with the clause DFARS 252.208-7000, offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government. Offerors shall provide a copy of Section "B" which shall be noted as the prices based the Government providing the silver as GFM.

SECTION "B" NOTES:

- (1) SECTION "K" herein will be incorporated by reference and made a material part of any resultant contract in accordance with FAR 15.406-1(b).
- (2) Government Furnished Tooling will be available for viewing at Crane, IN on 8 March 2001 for offerors who wish to view the tooling. Offerors wishing to come and view the tooling should contact Roger Brett at 812-854-5269 to make arrangements for gate passes.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collected such small dollar amounts could exceed the amount to be recovered.

FIRST ARTICLES –ADDITIONAL INFORMATION – (5303)

The first article units, if required, **may not** be delivered as part of the contract quantity. (See FAR clause 52.209-4)

SECTION "C" - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**STATEMENT OF WORK
PEACEKEEPER ELECTRONICS BATTERY
PROCUREMENT****INTRODUCTION.**

- 1.1. Scope.** The PEACEKEEPER missile system uses a remotely activated, silver-oxide/zinc primary battery to provide power to the MISSILE GUIDANCE CONTROL SET, hereafter, referred to as the PK ELX battery. The current stockpile of PK ELX batteries will not support the projected life of the PEACEKEEPER weapon system, so a battery procurement will have to be initiated before battery service lives are exceeded. The last manufacturer of the PK ELX battery has gone out of business and a new source will be needed to establish production capability and the ability to provide batteries that meet the requirements established by the weapons system specification.
- 1.2. Authority.** The Naval Surface Warfare Center Division (NAVSURFWARCENDIV) Crane has been designated as the responsible contracting authority for establishing a viable source for these batteries. NAVSURFWARCENDIV Crane has been tasked by OO-ALC/LMGS to obtain a quantity of PK ELX batteries and subject them to the various requirements of the battery specification in order to determine whether the battery produced by an alternate manufacturer can meet the stringent operational requirements.
- 1.3. Objective.** The objective of this contract is to establish a manufacturer's capability to successfully provide batteries to the design characteristics/specification requirements defined herein. This will be accomplished by having the contract awardee produce a quantity of pre-production batteries with demonstration of design requirements throughout the development contract. The deliverable pre-production batteries will be tested at NAVSURFWARCENDIV Crane to determine their ability to meet specification requirements. The contractual effort will be divided into two phases due to fiscal year constraints. This statement of work will cover the first phase which will occur in FY01. A description of the work required in FY01 to meet this objective is summarized below.
- (1) Develop appropriate documentation to ensure reliable, consistent fabrication techniques are utilized in production of PK ELX batteries and that all processes are well documented. Procure all items necessary for fabrication of batteries in FY02.
 - (2) Perform subscale component testing to demonstrate manufacturing capability.
 - (3) Option for FY02: Provide a quantity of pre-production batteries for evaluation at NAVSURFWARCENDIV Crane to determine the ability of the battery to meet the requirements defined herein.

2. APPLICABLE DOCUMENTS/GOV'T SUPPLIED EQUIPMENT.

- 2.1. General.** The documents of the issue listed below form a part of this Statement of Work (SOW) to the extent specified herein. In the event of a conflict between the documents referenced herein and the contents of the SOW, the SOW shall prevail.
- 2.2. Specification.** "Critical Item Development Specification for Missile X Electronics Battery", S-118-41037 Parts I and II.
- 2.3. Drawings.** The following drawings shall be adhered to in fabricating the pre-production batteries. Any requests for deviations or waivers to the drawings shall require approval from the procuring activity.
- (1) Dwg. 203715, Rev. P, Battery, Electronic CI 0041037, including ECO93C105
 - (2) Dwg. 211813, Rev B, Washer
 - (3) Dwg. 211821, Rev B, Insert
 - (4) Dwg. 211845, Rev E, Tank
 - (5) Dwg. 211848, Rev H, Outlet Plate Assy
 - (6) Dwg. 211855, Rev D, Diaphragm
 - (7) Dwg. 211856, Rev F, Boss T.B.I.
 - (8) Dwg. 211857, Rev D, Boss T.B.I. Assy
 - (9) Dwg. 211858, Rev B, Closure, Etched

- (10) Dwg. 211869, Rev F, End Cap Assy
- (11) Dwg. 211882, Rev C, Cover, Outlet
- (12) Dwg. 211884, Rev C, Cup, Piston
- (13) Dwg. 211885, Rev D, Piston
- (14) Dwg. 211902, Rev D, Tube
- (15) Dwg. 211903, Rev B, Clip, Spacer
- (16) Dwg. 211911, Rev D, Screen
- (17) Dwg. 211912, Rev D, Tube, Vent
- (18) Dwg. 211916, Rev B, Baffle
- (19) Dwg. 211917, Rev C, Boss Vent
- (20) Dwg. 211919, Rev D, Elbow Assembly
- (21) Dwg. 211920, Rev D, Manifold Assembly
- (22) Dwg. 211921, Rev F, Tube
- (23) Dwg. 211922, Rev F, Check Assembly, Manifold
- (24) Dwg. 211923, Rev E, End Assembly, Manifold
- (25) Dwg. 211925, Rev E, Tube Assembly, Manifold
- (26) Dwg. 222076, Rev K, Canister
- (27) Dwg. 222081, Rev B, Nameplate
- (28) Dwg. 222084, Rev G, Lid
- (29) Dwg. 222086, Rev L, Canister Assembly
- (30) Dwg. 222087, Rev G, Bracket, Mtg
- (31) Dwg. 222089, Rev K, Connector Assembly
- (32) Dwg. 222090, Rev E, Lead
- (33) Dwg. 222105, Rev C, Decal, Caution
- (34) Dwg. 222120, Rev C, Bracket Stiffener
- (35) Dwg. 222121, Rev D, Lid Assembly
- (36) Dwg. 222136, Rev B, Plate, Restraint
- (37) Dwg. 222141, Rev A, Label
- (38) Dwg. 222165, Rev C, Nameplate
- (39) Dwg. 222300, Rev A, Plate Identification Warranty
- (40) Dwg. 222232, Rev A, Label
- (41) Dwg. 13890, Rev H, (Holex), Pressure Cartridge Assembly
- (42) Dwg. 414-2971, Rev T, (11 Sheets), Connector, Receptacle, Electrical, Circular, Miniature, High Density, Quick Disconnect, Weld Mounting, Hermetic, Metric
- (43) Dwg. 201964, Rev W, (2 Sheets), Battery, Primary Remotely Activated Assembly P-471
- (44) Dwg. 203121, Rev D, Case 8, Cell Section II
- (45) Dwg. 203131, Rev F, Plate, Positive Section I
- (46) Dwg. 203133, Rev E, Plate, Negative Section I
- (47) Dwg. 203152, Rev E, Manifold, Upper (8 Cell)
- (48) Dwg. 203153, Rev E, Manifold, Lower (8 Cell)
- (49) Dwg. 203156, Rev F, Manifold Assembly (8 Cell)
- (50) Dwg. 203157, Rev D, Plate, Negative Section II
- (51) Dwg. 203159, Rev E, Manifold, Upper (13 Cell)
- (52) Dwg. 203160, Rev E, Manifold, Lower (13 Cell)
- (53) Dwg. 203161, Rev E, Manifold Assembly (13 Cell)
- (54) Dwg. 203169, Rev E, Spacer
- (55) Dwg. 203171, Rev P, Monoblock Pack Assembly Section I
- (56) Dwg. 203172, Rev E, Interconnector
- (57) Dwg. 203173, Rev C, Terminal
- (58) Dwg. 203179, Rev L, Monoblock Pack Assy Section II
- (59) Dwg. 203182, Rev G, Case 13 Cell Assembly
- (60) Dwg. 203188, Rev B, Separator (Section I)
- (61) Dwg. 203189, Rev C, Separator (Section II)
- (62) Dwg. 203218, Rev D, Cell Case Assembly, Machined Section II
- (63) Dwg. 203219, Rev F, Cell Case Assembly, Machined Section I

- (64) Dwg. 203222, Rev D, Terminal (Section I)
- (65) Dwg. 203236, Rev D, Manifold, Sleeve
- (66) Dwg 203237, Rev C, Elbow
- (67) Dwg. 203637, Rev A, Interconnector, Untinned
- (68) Dwg 203638, Rev A, Terminal, Untinned
- (69) Dwg. 203639, Rev A, Terminal (Section I) Untinned

2.4 Specifications, Standards and Handbooks. Unless otherwise specified, the revision level and date for each specification or standard cited within the solicitation/contract (including any specifications or standards cited in any drawing, handbook, or referenced specification or standard contained within this solicitation) shall be listed in the DoD Index of Specifications and Standards (DoDISS), issue 97-03.

2.5 Government Supplied Tooling/Miscellaneous Material. The following tooling shall be transferred to the contractor upon contract award and used wherever possible. Tooling is maintained at Naval Sea Systems Command, Crane Division for review prior to contract award. The tooling is provided 'as is' and the government is not responsible for the condition or operability of any tooling. All contractors that wish to submit a bid are welcome to visit the government facility controlling the tooling to review the condition of the tooling described herein prior to bid submission. Any tooling provided by the government or generated specifically as part of this contract shall be the property of the government and shall be returned upon request at the completion of contract. For battery or subscale testing defined in this statement of work, the procuring activity shall provide TBI simulators per Halex drawing 13750-1 for battery activation.

- (1) GT4456- Diaphragm Punch Die
- (2) GT4459- Ultra-Sonic Weld Nest
- (3) GT4472- 3 Cav Manifold upper and Lo 9 Cell
- (4) GT4473- Channel Bracket Weld Fixt.
- (5) GT4474- Plate Tab Weld Fixt.
- (6) GT4475- Plate and Blank Die
- (7) GT4476- Plate, Blank Die
- (8) GT4479- Mono Cell to Manifold Cement
- (9) GT4485- Tank Dimple Tool
- (10) GT4487- Act. Manifold Tube Weld Fixt.
- (11) GT4488- Act. Outlet Tube Drill Fixt.
- (12) GT4489- Manifold Tube Assy. Weld Fixt.
- (13) GT4490- Canister Weld Fixt.
- (14) GT4491- Battery Drill Fixt.
- (15) GT4492- Conn. Weld Fixt.
- (16) GT4493- Mono. Glass Wrap Fixt. Sect. I
- (17) GT4494- Cell Case Assy. Cementing Fixt. Sect. II
- (18) GT4495- Battery Potting Fixt.
- (19) GT4496- 1 Cavity 8X Case Injection Mold
- (20) GT4499- 2 Cavity Injection Mold Man Low U
- (21) GT4500- 2 Cavity Injection Mold Man Low U
- (22) GT4501- 13 Cell Case Injection Mold
- (23) GT4506- Sect. II Cell Test Cavities
- (24) GT4508- Canister Leak Check Fixt.
- (25) GT4509- Plate + & Blank Die
- (26) GT4510- Tab Weld Fixt. Sect. II
- (27) GT4511- Neg Blank Die
- (28) GT4515- Vise Jaws Act. Tank
- (29) GT4519- End Cap Assy. Weld Fixt.
- (30) GT4593- Mounting Hole Check Fixture
- (31) GT4599- Manifold Tube Bend Block
- (32) GT4639- Cell Tab Solder Tact Fixt. Sect II
- (33) GT4640- Mono Glass Wrap Fixt. Sect II
- (34) GT4642- Cell Case Assy. Cementing Fixt. Sect I
- (35) GT4659- Bracket Locating Weld Fixt.
- (36) GT4805- Manifold Elbow

- (37)GT4806- Manifold & Sleeve Mold
- (38)GT4808- Drill Fixt. Manifold Assy.
- (39)GT4809- Weld Fixt. Tube Assy. Manifold
- (40)GT4814- UltraSonic Weld Nest Manifold
- (41)GT4815- UltraSonic Weld Nest Elbow
- (42)GT4822- Manifold Tube Bend Fixt.

3. CONTRACTOR TASKS.

3.1. General. The main focus of this task is for the contractor to establish ability to produce PK ELX batteries that meet the requirements of the specification and drawings cited herein. The requirements that apply to the production and performance of the PK ELX batteries are a hybrid between build-to-print and specification requirements that govern performance. The battery has been successfully manufactured in accordance with the drawings cited. If any of the components are unavailable, substitutes shall require approval of the procuring activity.

3.2 Specific Tasks.

- 3.2.1 Task 1: Establishment of Documentation. This task encompasses several subtasks required to document the equipment, tooling, material and processes used to fabricate batteries. This is required to establish a baseline and control the configuration of batteries produced for future contracts. The subtasks identified are not intended to declare a particular order in which they must be achieved- tasks may be re-arranged in any order that allows timely completion of all contract tasks. This does not apply if documentation is already established and has been approved for previous procurements.
- 3.2.1.1 *Sub-task 1.1- Material Selection.* The Contractor shall review all drawings/specifications pertaining to PK ELX battery. The Contractor shall identify sources of supply for the components required to build the battery. Where possible, previously suggested sources of supply shall be utilized. The intent is to ensure that components/materials used previously are available or acceptable substitutes are located that will not adversely affect the performance of the battery.
- 3.2.1.2 *Sub-task 1.2- Equipment/Tooling Identification.* The equipment and tooling to be used to manufacture batteries shall be identified by the contractor. Some tooling will be supplied as Government Furnished Equipment as defined within this solicitation.
- 3.2.1.3 *Sub-task 1.3- Process Identification.* The Contractor shall document the process to be used to manufacture batteries. Assembly instructions, standard operating procedures, process travelers, and operator inspection points shall be identified in this subtask. This document should be in the format of the Contractor's existing quality system. Any quality system requirements (ISO9000, etc.) shall be identified in this document.
- 3.2.1.4 *Sub-task 1.4- Ordering of Components/Materials.* All components and materials required for fabricating pre-production (or first article) units shall be ordered and/or contracted for as part of the baseline contract. All material shall be ordered such that it is available within 8 months after contract award. Long lead items will need to be ordered early enough to meet this 8 month requirement.
- 3.2.1.5 *Review of Documentation.* The procuring activity reserves the right to review and comment on processes/materials/equipments if there is a possibility that battery performance may be adversely affected.
- 3.2.2 Task 2- Monoblock/Cell Level Testing. Monoblock and cell level tests shall be required to ensure performance prior to fabrication of pre-production assets.
- 3.2.2.1 *Subtask 2.1- Cell Level Tests.* The Contractor shall demonstrate with a minimum of two consecutive cells (each different type, four total) that the cells meet the scaled specification requirements when tested to the appropriate load profile. The cells shall be produced in accordance with the documentation generated to define the process.
- 3.2.2.2 *Subtask 2.2- Monoblock/Pressure Cartridge Level Tests.* The Contractor shall also demonstrate with two consecutively tested monoblocks (each different type, four total) that the monoblock design can meet the requirements of the controlling specification when tested to the load profile. Monoblock tests shall also encompass electrolyte delivery from the cylinder to

ensure the electrolyte distribution mechanism meets performance requirements. The monoblocks shall be produced in accordance with the documentation generated to define the process. Pressure cartridges shall be tested in accordance with the requirements identified in drawing 13890, revision H. The data gathered during pressure cartridge testing shall be reported along with monoblock level testing.

- 3.2.2.3 Successful demonstration of performance at the monoblock level shall freeze the baseline fabrication process for pre-production assets. Process changes past that point shall require documentation and approval from the procuring activity.
- 3.2.3 FY02 Option. Task 3- Fabrication of Pre-production Batteries. This final task requires that the contractor fabricate the required contractual quantity of pre-production assets for submission to the Navy as pre-production test samples.
- 3.2.3.1 *Subtask 3.1- Fabrication of Pre-Production Batteries.* The contractually required quantity of batteries shall be fabricated in accordance with documentation generated. The Contractor shall generate individual travelers for each battery in accordance with requirements from the Contractors quality system requirements.
- 3.2.3.2 *Subtask 3.2- 100% Inspection of Pre-Production Batteries.* In accordance with the controlling specification, the Contractor shall conduct non-destructive 100% tests to ensure the product meets all required non-destructive test requirements prior to submission for pre-production testing. The non-destructive tests that shall be required are mass properties (unactivated), dimensional analysis, insulation resistance and visual inspection.
- 3.2.3.3 *Subtask 3.3- Shipping/Preparation for Delivery.* Upon completion of pre-production battery fabrication, batteries shall be submitted to Naval Sea Systems Command, Crane Division. The Contractor shall provide a Material Safety Data Sheet for the battery type and forward to the Procuring activity. The battery shall then be shipped to Naval Sea Systems Command, Crane Division using the standard DOT exemption used for similar batteries produced by the Contractor. The battery shall be packaged such that it will not incur damage in transit to Crane Division.
- 3.2.4 Follow-On Production Options. The following production options are based on existing need projections. Prior to production the contractor shall prepare and submit a lot acceptance test plan to be approved by the procuring activity. The procuring activity reserves the right to be present for any lot acceptance testing conducted at the contractors facility. TBI simulators will be furnished by the procuring activity for battery activation.
- 3.2.4.1 FY02- Fabricate 2 lots of 6 batteries. Deliver 5 batteries for each lot based on successful lot acceptance tests of 1 sample per the specification requirements per lot. Submit lot acceptance test report.
- 3.2.4.2 FY03- Fabricate 2 lots of 6 batteries. Deliver 5 batteries for each lot based on successful lot acceptance tests of 1 sample per the specification requirements per lot. Submit lot acceptance test report.
- 3.2.4.3 FY04 Fabricate 2 lots of 6 batteries. Deliver 5 batteries for each lot based on successful lot acceptance tests of 1 sample per the specification requirements per lot. Submit lot acceptance test report.
- 3.2.4.4 FY05 Fabricate 2 lots of 6 batteries. Deliver 5 batteries for each lot based on successful lot acceptance tests of 1 sample per the specification requirements per lot. Submit lot acceptance test report.
- 3.2.4.5 FY06- Fabricate 2 lots of 6 batteries. Deliver 5 batteries for each lot based on successful lot acceptance tests of 1 sample per the specification requirements per lot. Submit lot acceptance test report.
- 3.2.5 The contractor shall retain material conformance reports, 100% inspection data, and any other documentation that indicates adherence to drawings or requirements of this solicitation.
- 3.2.6 The baseline design shall become frozen once the batteries successfully meet first article test requirements per the specification. Any modifications or substitutions for materials, material vendors or processes shall be documented and forwarded to the procuring activity for approval.

4.0 CONTRACTOR DELIVERABLES.

4.1 Contractor Program Planning and Control. The contractor shall prepare a program plan for the management of the project to include identification of major and subtask milestones to be accomplished in addition to task schedules. It shall also show dates for projected management review meetings (see ¶ 4.2.2) and major task reports (¶ 4.3). This plan will be provided by the contractor in the proposal submitted and shall, as updated, serve as a monitoring instrument to show the progress of the project tasks. Refer to Contract Deliverable Requirements List (CDRL) item A001, Data Item Description (DID) number DI-MGMT-81117.

4.2 Periodic Performance Reviews.

4.2.1 *Project Status Briefings.* The contractor will provide “quick-look” status memo’s throughout the contract to brief the procuring activity on project status. These status briefings will be released by the contractor as needed (tied to project milestones, but will occur at least once a month) to highlight significant project events, results and decisions. This status report is to be issued electronically to the procuring activity. Refer to CDRL A002, DID# DI-MGMT-80227.

4.2.2 *Project Management Reviews.* The contractor present project management reviews on a schedule approved by the procuring activity tied to project milestones but at least on a quarterly basis. These project reviews will be held on an alternating schedule at the contractor’s facility and Naval Sea Systems Command, Crane Division. Expenditures, progress, obstacles/risks, technical status, projected cost and schedules for the project tasks to date will be presented by the contractor. Refer to CDRL A003, DI-MGMT 80555.

4.2.3 *Project Expenditures.* Expenditures shall be reported on a monthly basis to the procuring activity. This can be included in the monthly “quick look” reports or as a separate report. The expenditure report should break expenditures into the main categories such as materials, labor, contract costs, etc.

4.3 Major Task Reports. The contractor shall provide a final report that details the results of each task (Tasks 1,2 for FY01 and Task 3 for FY02 option) assigned under this contract. The final report shall include build records for the pre-production batteries, monoblock/cell level test results, pressure cartridge test results, configuration documentation, and non-proprietary fabrication processes. Refer to CDRL A004, DI-NDTI-80809B.

4.4 Production Acceptance Tests. Prior to lot acceptance testing, the contractor shall prepare and submit a lot acceptance test procedure. Refer to CDRL A005, DI-NDTI-80603. This procedure will require approval from the procuring activity prior to commencing with acceptance testing. Each lot identified as an option in paragraph 3.2.4-3.2.4.5 shall have a lot acceptance test report in accordance with CDRL A006, DI-NDTI-80809B. Procuring activity acceptance shall be based on the results reported in the lot acceptance test report. The procuring activity reserves the right to be present during any lot acceptance testing. Expended batteries shall be shipped to the procuring activity after lot acceptance testing.

5. Special Considerations.

5.1. Place of Performance. All work shall be performed at the contractor’s facility or other facilities with Government approval.

5.2. Contract Exit Points. During contract execution, the procuring activity will specify various contract exit criteria at project milestones. If adequate progress and success has not been achieved at the chosen minor and major milestones, the contract scope may require re-negotiation or the contract may be terminated at no additional cost to the Government.

5.3. Additional Requirements.

5.3.1. The plate separator material is Quinorgo 6000 or equivalent. The contractor must demonstrate that they have enough or can obtain enough to provide a minimum of 100 batteries for future procurements. Proof of equivalency shall be established by verification of parameters approved by the procuring activity. The parameters that shall be addressed for equivalency by the contractor as a minimum (but not limited to) shall be thickness, wicking (for 32% KOH), FTIR (Fourier Transform InfraRed for porosity), accelerated aging characteristics, ionic transfer/impedance, swelling (32% KOH), structural integrity in 32% KOH and dielectric strength.

5.3.2. Any other material substitution proposals shall be submitted to the procuring activity for review. Verification of equivalency shall contain all pertinent data items that could affect battery operation characteristics. Any deviations from the material specified in the drawings may represent increased risk.

5.3.3. The high voltage section shall provide 72.5 volts within 1 second after through bulkhead initiation.

5.3.4. The high voltage section load shall be shifted 100 seconds to demand 14.6 (+1.5, -0.0) amps during ground power removal.

5.3.5. The high voltage ground power supply shall be 72.5 +/- 0.5 volts. The low voltage ground power supply shall be 29.2 +/- 0.25 volts.

5.3.6. All current and voltage data for sub-scale testing and lot acceptance are to be sampled as follows:

- Every millisecond at and for the first 8 seconds after bulkhead initiation.
- Every millisecond from 2 seconds before to 2 seconds after every load change.
- Every 100 milliseconds during steady state loads.

YEAR 2000 WARRANTY--INFORMATION TECHNOLOGY (SEP 1998)

(a) The Contractor warrants that all information technology (IT) (as defined at FAR 2.101), whether commercial or noncommercial, delivered under this contract that will be required to perform date/time processing involving dates subsequent to December 31, 1999, shall be Year 2000 compliant if properly installed, operated, and maintained in accordance with the contract specifications and applicable documentation. If the contract requires that specific deliverables operate together as a system, this warranty shall apply to those deliverables as a system.

(b) "Year 2000 compliant" (as defined at FAR 39.002) means that the IT accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other IT, used in combination with the IT being delivered, properly exchanges date/time data with it. The "proper exchange" of date/time data shall be in accordance with the interface requirements specification(s) of the contract.

(c) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this warranty. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(d) Notwithstanding any provision to the contrary in other warranty requirement(s) of this contract, or in the absence of any such warranty requirement(s), the remedies available to the Government under this warranty shall include those provided in the Inspection clause(s) of this contract. Nothing in this warranty shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

(e) Unless specified elsewhere in the contract, the Contractor will also deliver to the Government a report summarizing any Year 2000 compliance testing that was performed, and the results thereof.

(f) This warranty shall expire on 31 January 2001, or one hundred eighty (180) days after acceptance of the last deliverable IT item under this contract (including any option exercised hereunder), whichever is later.

ITEM 0002- DATA REQUIREMENTS (NAVSEA) (SEP 1992) – (5402)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993) – (5407)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

FIRST ARTICLE (GOVERNMENT TESTING) (NAVSEA) (SEP 1990) – (5411)

(a) For the purpose of this contract, the "First Article" is synonymous with the terms "preproduction model(s)" and "preproduction equipment".

(b) The production equipment shall be manufactured with tools, material and methods which are the same as, or representative of the tools, material and methods which were used to manufacture the First Article. The First Article shall not be delivered for first article approval tests as provided for the clause of this contract entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING" (FAR 52.209-4) until after the Contractor has fully tested it, at its expense, to determine compliance with said requirements and it has been preliminarily accepted by the Contract Administration Office. The Contractor shall make a record of all data obtained during such tests in such form as is consonant with good engineering practice and furnish five (5) copies thereof. The cover sheet of each copy of this record shall be marked with this contract number and the item identification. One (1) copy shall be furnished to the Contract Administration Office at the time of inspection for preliminary acceptance, one (1) copy shall accompany the First Article on delivery thereof, and three (3) copies shall be furnished to the Naval Sea Systems Command at the time of First Article delivery.

(c) Pursuant to paragraph (e) of the clause entitled "FIRST ARTICLE APPROVAL--GOVERNMENT TESTING", the First Article shall not be delivered as part of the production quantity.*

INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (MAY 1993) – (5413)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference all the data or information which the Government has provided or will provide to the Contractor except for -

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in

the costs of; or the time required for performance of any part of the work under this contract an equitable adjustment shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5418)

- (a) Definitions. (i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).
- (ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.
- (b) Requirements. All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)(5420)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

SECTION "D" - PACKAGING AND MARKING

DATA PACKAGING LANGUAGE (5503)

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

IDENTIFICATION MARKING OF PARTS (NAVSEA) (NOV 1996) (5504)

Identification marking of individual parts within the systems, equipment, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

- (1) Parts shall be marked in accordance with generally accepted commercial practice.
- (2) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

MARKING AND PACKING LIST(S) (NAVSEA) (NOV 1996) (5505)

- (a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with best commercial practice.
- (b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items. Where assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.
- (c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.
- (d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the

unit pack(s) or shipping container by part number and/or national stock number.

PREPARATION FOR DELIVERY (5510)

- (1) PRESERVATION-PACKAGING. Preservation-packaging for Items 0003 – 0008 shall be in accordance with the requirements of paragraph 5 of Part II of Critical Item Product Fabrication Specification For Peacekeeper Electronic Battery S-M-X-41037.
- (2) PACKING. Items 0003 - 0008 preserved-packaged as above shall be packed level as noted in above referenced paragraph.

MARKING FOR SHIPMENT (5511)

The Contractor shall mark all shipments under a resulting contract to include the following items:

Contract Number; Item Number; Lot Number (when applicable); Part Number; National Stock Number; Contractor Model Number; Serial Number; Packing Date; Attn: Code 6093 Steve Milah, Bldg. 3235

PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopic or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

INSTRUCTIONS FOR MARKING DISTRIBUTION STATEMENT (5513)

The Contractor shall comply with the instructions cited below for placement of the distribution statement associated with data. The applicable distribution statement is identified on each Contract Data Requirements List (DD Form 1423-1).

The distribution statement shall be displayed conspicuously on technical documents so as to be recognized readily by receipts. The distribution statement shall appear on each front cover and title page of a report. If the technical document does not have a cover or title page, the applicable distribution statement shall be stamped or typed on the front page in a conspicuous position.

SECTION "E" - INSPECTION AND ACCEPTANCE

I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES

II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.246-02	Inspection of Supplies--Fixed-Price	Aug 1996
52.246-16	Responsibility for Supplies	Apr 1984

CLAUSES IN FULL TEXT

INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA (5602)

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION (5604)

Items 0001 - 0008 - Inspection and acceptance shall be made at destination by a representative of the Government.

ACCEPTANCE VERIFICATION (5608)

After delivery of supplies/services as defined in FAR 52.211-08, the Government shall accept/reject supplies/services to be provided hereunder within 60 days after receipt of supplies/services at NAVSURFWARCENDIV Crane.

SECTION "F" - DELIVERIES OR PERFORMANCE**PART I**

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.242-15	Stop Work Order	Aug 1989
52.242-17	Government Delay of Work	Apr 1984
52.247-34	F.o.b. Destination	Nov 1991
52.247-55	F.o.b. Point for Delivery of Government-Furnished Property	Apr 1984

CLAUSES IN FULL TEXT**TIME OF DELIVERY (JUNE 1997) (FAR 52.211-8)**

- (a) The Government requires delivery to be made according to the following schedule:
REQUIRED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001	1	240 DAC
0002	1 LO	IAW DD 1423
0003	13 EA	365 DAC
0004	10 EA	365 Days after option exercise
0005	10 EA	365 Days after option exercise
0006	10 EA	365 Days after option exercise
0007	10 EA	365 Days after option exercise
0008	10 EA	365 Days after option exercise

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT

0001	1 LO	
0002	1 LO	
0003	13 EA	
0004	10 EA	
0005	10 EA	
0006	10 EA	
0007	10 EA	
0008	10 EA	

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails, or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34). The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office. Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price. All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.

The material to be furnished hereunder shall be delivered F.o.b. destination with all transportation charges paid by the supplier to:

RECEIVING OFFICER; BLDG 41S; CODE 1121; NAVSURFWARCDIV; CRANE, IN 47522-5011; Mark For: Steve Milah; Code: 6093
Bldg. 3235.

The contractor shall schedule deliveries under this contract to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 AM and 2:00 PM EST. The receiving facility for this material is closed on Saturdays and Sundays.

SECTION "G" - CONTRACT ADMINISTRATION DATA**BUSINESS HOURS**

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

SUBMISSION OF INVOICES (FIXED PRICE) (NAPS 5252.232-9000) (JUL 1992)

(a) "Invoice" as used in this clause does not include contractor requests for progress payments.

(b) The contractor shall submit original invoices with copies to the address identified in the-solicitation/-contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

___* a separate invoice for each activity designated to receive the supplies or services.

___ a consolidated invoice covering all shipments delivered under an individual order.

___ either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

CONTRACT ADMINISTRATION DATA LANGUAGE

(a) Enter below the Contractor's address for receipt of payment if such address is different from the address shown on the SF 26 or SF 33, as applicable.

(b) Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

SECTION "H" - SPECIAL CONTRACT REQUIREMENTS**ADDITIONAL DEFINITIONS (MAY 1993) (NAVSEA 5252.202-9101)**

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as

follows:

(1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.

(2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990) (NAVSEA 5252.245-9108)

The Government will provide only that property set forth below, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program Manager, via the cognizant Contract Administration Office, the Government will furnish the following for use in the performance of this contract: See paragraph 2.5 of the Statement of Work.

SECTION "I" - CONTRACT CLAUSES

PART I

<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.202-01	Definitions	Oct 1995
52.203-03	Gratuities	Apr 1984
52.203-05	Covenant Against Contingent Fees	Apr 1984
52.203-06	Restrictions on Subcontractor Sales to the Government	Jul 1995
52.203-07	Anti-Kickback Procedures	Jul 1995
52.203-08	Cancellation, Rescission, and Recovery of Funds for illegal or Improper Activity	Jan 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	Jan 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 1997
52.204-04	Printing/Copying Double-Sided on Recycled Paper	Aug 2000
52.209-06	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Debarment	Jul 1995
52.211-05	Material Requirements	Aug 2000
52.211-15	Defense Priority and Allocation Requirements	Sep 1990
52.215-02	Audit and Records Negotiation	Jun 1999
52.215-08	Order of Precedence-Uniform Contract Format	Oct 1997
52.215-14	Integrity of Unit Prices	Oct 1997
52.217-07	Option for Increased Quantity-Separately Priced Line Item	Mar 1989
52.219-04	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	Jan 1999
52.219-08	Utilization of Small Business Concerns	Oct 2000
52.219-09	Small, Small Disadvantaged, and Women-Owned Alt II	Oct 2000
52.219-16	Liquidated Damages Subcontracting Plan	Jan 1999
52.222-20	Walsh-Healey Public Contracts Act	Dec 1996
52.222-21	Prohibition of Segregated Facilities	Feb 1999
52.222-26	Equal Opportunity	Feb 1999
52.222-35	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era	Apr 1998
52.222-36	Affirmative Action for Workers with Disabilities	Jun 1998
52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	Jan 1999
52.223-06	Drug-Free Workplace	Jan 1997
52.223-14	Toxic Chemical Release Reporting	Oct 2000
52.225-08	Duty-Free Entry	Feb 2000
52.225-13	Restrictions on Certain Foreign Purchases	Jul 2000
52.226-01	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	Jun 2000
52.227-01	Authorization and Consent	Jul 1995
52.227-02	Notice and Assistance Regarding Patent and Copyright Infringement	Aug 1996

52.227-09	Refund of Royalties	Apr 1984
52.229-03	Federal, State, and Local Taxes	Jan 1991
52.229-05	Taxes-- Contracts performed in U.S. Possessions or Puerto Rico	Apr 1984
52.229-06	Taxes-- Foreign Fixed-Price Contract	Jan 1991
52.232-01	Payments	Apr 1984
52.232-08	Discounts for Prompt Payment	May 1997
52.232-11	Extras	Apr 1984
52.232-17	Interest	Jun 1996
52.232-23	Assignment of Claims (Jan 1986)--Alternate I	Apr 1984
52.232-25	Prompt Payment	Jun 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	May 1999
52.233-01	Disputes	Dec 1998
52.233-03	Protest After Award	Aug 1996
52.242-02	Production Progress Reports	Apr 1991
52.242-12	Report of Shipment (REPSHIP)	Jul 1995
52.242-13	Bankruptcy	Jul 1995
52.243-01	Changes-- Fixed-Price	Aug 1987
52.244-05	Competition in Subcontracting	Dec 1996
52.245-02	Government Property (Fixed-Price Contracts)	Dec 1989
52.245-19	Government Property Furnished "As Is"	Apr 1984
52.246-23	Limitation of Liability	Feb 1997
52.247-63	Preference for U.S.-Flag Air Carriers	Jan 1997
52.249-02	Termination for Convenience of the Government (Fixed-Price)	Sep 1996
52.249-08	Default (Fixed-Price Supply and Service)	Apr 1984
52.253-01	Computer Generated Forms	Jan 1991
<u>PART II</u>		
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Mar 1999
252.204-7003	Control of Government Personnel Work Product	Apr 1992
252.205-7000	Provision of Information to Cooperative Agreement Holders	Dec 1991
252.209-7000	Acquisition from Subcontractors Subject to On-Site Inspection Under the Intermediate-Range Nuclear Forces (INF) Treaty	Nov 1995
252.209-7004	Subcontracting with Firms that are owned or controlled by the Government of a Terrorist Country	May 1998
252.225-7009	Duty-Free Entry--Qualifying Country End Products and Supplies	Aug 2000
252.225-7010	Duty-Free Entry--Additional Provisions	Aug 2000
252.225-7012	Preference for Certain Domestic Commodities	Aug 2000
252.225-7014	Preference for Domestic Specialty Metals	Mar 1998
252.225-7025	Restrictions on Acquisitions of Forgings	Jun 1997
252.225-7031	Secondary Arab Boycott of Israel	Jun 1992
252.225-7036	Buy American Act--North American Free Trade Agreement Implementation Act—Balance Of Payments Program	Mar 1998
252.225-7037	Duty-Free Entry—Eligible End Products	Aug 2000
252.227-7013	Rights in Technical Data - Noncommercial Items	Nov 1995
252.227-7016	Rights in Bid or Proposal Information	Jun 1995
252.227-7026	Deferred Delivery of Technical Data or Computer Software	Apr 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	Apr 1988
252.227-7030	Technical Data--Withholding of Payment	Mar 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	Jun 1995
252.231-7000	Supplemental Cost Principles	Dec 1991
252.243-7001	Pricing of Contract Modifications	Dec 1991
252.243-7002	Request for Equitable Adjustment	Mar 1998
252.245-7001	Reports of Government Property	May 1994

252.246-7000	Material Inspection and Receiving Report	Dec 1991
252.246-7001	Warranty of Data	Dec 1991
252.247-7023	Transportation of Supplies by Sea	Mar 2000

CLAUSES IN FULL TEXT

FIRST ARTICLE APPROVAL-GOVERNMENT TESTING (SEP 1989) (FAR 52.209-4)

(a) The Contractor shall deliver 13 units of Item 0003 within 365 calendar days from the date of this contract to the Government at Naval Surface Warfare Center Crane Division [insert name and address of the testing facility] for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

(c) If the first article is disapproved, the Contractor, upon Government request, shall submit an additional first article for testing. After each request, the Contractor shall make any necessary changes, modifications, or repairs to the first article or select another first article for testing. All costs related to these tests are to be borne by the Contractor, including any and all costs for additional tests following a disapproval. The Contractor shall furnish any additional first article to the Government under the terms and conditions and within the time specified by the Government. The Government shall act on this first article within the time limit specified in paragraph (b) of this clause. The Government reserves the right to require an equitable adjustment of the contract price for any extension of the delivery schedule or for any additional costs to the Government related to these tests.

(d) If the Contractor fails to deliver any first article on time, or the Contracting Officer disapproves any first article, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract.

(e) Unless otherwise provided in the contract, the Contractor-

(1) May deliver the approved first article as a part of the contract quantity, provided it meets all contract requirements for acceptance and was not consumed or destroyed in testing; and

(2) Shall remove and dispose of any first article from the Government test facility at the Contractor's expense.

(f) If the Government does not act within the time specified in paragraph (b) or (c) of this clause, the Contracting Officer shall, upon timely written request from the Contractor, equitably adjust under the Changes clause of this contract the delivery or performance dates and/or the contract price, and any other contractual term affected by the delay.

(g) The Contractor is responsible for providing operating and maintenance instructions, spare parts support, and repair of the first article during any first article test.

(h) Before first article approval, the acquisition of materials or components for, or the commencement of production of, the balance of the contract quantity is at the sole risk of the Contractor. Before first article approval, the costs thereof shall not be allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government.

(i) The Government may waive the requirement for first article approval test where supplies identical or similar to those called for in the schedule have been previously furnished by the Offeror/Contractor and have been accepted by the Government. The Offeror/Contractor may request a waiver.

FAR 52.209-4 – Alternate II (SEP 1989)

(k) Before first article approval, the Contracting Officer may, by written authorization, authorize the Contractor to acquire specific materials or components or to commence production to the extent essential to meet the delivery schedules. Until first article approval is granted, only costs for the first article and costs incurred under this authorization are allocable to this contract for (1) progress payments, or (2) termination settlements if the contract is terminated for the convenience of the Government. If first article tests reveal deviations from contract requirements, the Contractor shall, at the location designated by the Government, make the required changes or replace all items produced under this contract at no change in the contract price.

HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)(FAR 52.223-3)

(a) "*Hazardous material*," as used in this clause, includes any material defined as hazardous under the latest version of Federal Standard No. 313 (including revisions adopted during the term of the contract).

(b) The offeror must list any hazardous material, as defined in paragraph (a) of this clause, to be delivered under this contract. The hazardous material shall be properly identified and include any applicable identification number, such as National Stock Number or Special Item Number. This information shall also be included on the Material Safety Data Sheet submitted under this contract.

Material (If none, insert "None")	Identification No.

(c) This list must be updated during performance of the contract whenever the Contractor determines that any other material to be delivered under this contract is hazardous.

(d) The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual manufacturer of these items. Failure to submit the Material Safety Data Sheet prior to award may result in the apparently successful offeror being considered nonresponsible and ineligible for award.

(e) If, after award, there is a change in the composition of the item(s) or a revision to Federal Standard No. 313, which renders incomplete or inaccurate the data submitted under paragraph (d) of this clause, the Contractor shall promptly notify the Contracting Officer and resubmit the data.

(f) Neither the requirements of this clause nor any act or failure to act by the Government shall relieve the Contractor of any responsibility or liability for the safety of Government, Contractor, or subcontractor personnel or property.

(g) Nothing contained in this clause shall relieve the Contractor from complying with applicable Federal, State, and local laws, codes, ordinances, and regulations (including the obtaining of licenses and permits) in connection with hazardous material.

(h) The Government's rights in data furnished under this contract with respect to hazardous material are as follows:

(1) To use, duplicate and disclose any data to which this clause is applicable. The purposes of this right are to --

- (i) Apprise personnel of the hazards to which they may be exposed in using, handling, packaging, transporting, or disposing of hazardous materials;
- (ii) Obtain medical treatment for those affected by the material; and
- (iii) Have others use, duplicate, and disclose the data for the Government for these purposes.

(2) To use, duplicate, and disclose data furnished under this clause, in accordance with subparagraph (h)(1) of this clause, in precedence over any other clause of this contract providing for rights in data.

(3) The Government is not precluded from using similar or identical data acquired from other sources.

SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (FAR 52.244-6) (OCT 1998)

(a) *Definitions.*

"Commercial item," as used in this clause, has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract," as used in this clause, includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) Notwithstanding any other clause of this contract, the Contractor is not required to include any FAR provision or clause, other than those listed below to the extent they are applicable and as may be required to establish the reasonableness of prices under Part 15, in a subcontract at any tier for commercial items or commercial components:

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS) (DEC 1989) (FAR 52.245-2)**(a) Government-furnished property.**

(1) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications together with any related data and information that the Contractor may request and is reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(2) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use (except for property furnished "as is") will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(3) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt of it, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either repair, modify, return, or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(4) If Government-furnished property is not delivered to the Contractor by the required time, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) Changes in Government-furnished property.

(1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract, or (ii) substitute other Government-furnished property for the property to be provided by the Government, or to be acquired by the Contractor for the Government, under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by such notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make the property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b)(1) above; or

(ii) Withdrawal of authority to use this property, if provided under any other contract or lease.

(c) Title in Government property.

(1) The Government shall retain title to all Government-furnished property.

(2) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. However, special tooling accountable to this contract is subject to the provisions of the Special Tooling clause and is not subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(3) Title to each item of facilities and special test equipment acquired by the Contractor for the Government under this contract shall pass to and vest in the Government when its use in performing this contract commences or when the Government has paid for it, whichever is earlier, whether or not title previously vested in the Government.

(4) If this contract contains a provision directing the Contractor to purchase material for which the Government will reimburse the Contractor as a direct item of cost under this contract--

(i) Title to material purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such material; and

(ii) Title to all other material shall pass to and vest in the Government upon--

(A) Issuance of the material for use in contract performance;

(B) Commencement of processing of the material or its use in contract performance; or

(C) Reimbursement of the cost of the material by the Government, whichever occurs first.

(d) Use of Government property. The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(d) Property administration.

(1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation (FAR) Subpart 45.5, as in effect on the date of this contract.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound industrial practice and the applicable provisions of Subpart 45.5 of the FAR.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with

paragraph (h) of this clause.

(4) The Contractor represents that the contract price does not include any amount for repairs or replacement for which the Government is responsible. Repair or replacement of property for which the Contractor is responsible shall be accomplished by the Contractor at its own expense.

(f) Access. The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) Risk of loss. Unless otherwise provided in this contract, the Contractor assumes the risk of, and shall be responsible for, any loss or destruction of, or damage to, Government property upon its delivery to the Contractor or upon passage of title to the Government under paragraph (c) of this clause. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(h) Equitable adjustment. When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) Final accounting and disposition of Government property. Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property (including any resulting scrap) not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the contract price or shall be paid to the Government as the Contracting Officer directs.

(j) Abandonment and restoration of Contractor's premises. Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or upon contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) Communications. All communications under this clause shall be in writing.

(l) Overseas contracts. If this contract is to be performed outside of the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

VALUE ENGINEERING (FEB 2000) (FAR 52.248-1)

As prescribed in 48.201, insert the following clause:

(a) *General.* The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) *Definitions.*

"Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include --

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished

property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either --

- (1) Throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated; or
- (2) To the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

"Sharing period," as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that --

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change --
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.

(c) *VECP preparation.* As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (c)(1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:

- (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
- (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
- (3) Identification of the unit to which the VECP applies.
- (4) A separate, detailed cost estimate for
 - (i) the affected portions of the existing contract requirement and

(ii) the VECP.

The cost reduction associated with the VECP shall take into account the Contractor's allowable development and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) *Submission.* The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) *Government action.*

(1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it will not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) *Sharing rates.* If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon --

(1) This contract's type (fixed-price, incentive, or cost-reimbursement);

(2) The sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule); and

(3) The source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price incentive contracts)	(1) 50	(1) 50	(1) 25	25
Incentive (fixed-price or cost) (other than award fee)	(2)	(1) 50	(2)	25
Cost-reimbursement (includes cost-plus-award-fee; excludes other cost-type incentive Contracts)	(3) 25	(3) 25	15	15

(1) The Contracting Officer may increase the Contractor's sharing rate to as high as 75 percent for each VECP.

(2) Same sharing arrangement as the contract's profit or fee adjustment formula.

(3) The Contracting Officer may increase the Contractor's sharing rate to as high as 50 percent for each VECP.

(g) *Calculating net acquisition savings.*

(1) Acquisition savings are realized when

- (i) the cost or price is reduced on the instant contract,
- (ii) reductions are negotiated in concurrent contracts,
- (iii) future contracts are awarded, or
- (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below).

Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) *Contract adjustment.* The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall --

- (1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;
- (2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;
- (3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;
- (4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and
- (5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:
 - (i) Fixed-price contracts -- add to contract price.
 - (ii) Cost-reimbursement contracts -- add to contract fee.

(i) *Concurrent and future contract savings.*

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by --

- (i) Subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset; and
- (ii) Multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by --

- (i) Multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period;
- (ii) Subtracting any Government costs or negative instant contract savings not yet offset; and
- (iii) Multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) *Alternate no-cost settlement method.* When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

- (i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.
- (ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) *Collateral savings.* If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or

\$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) *Relationship to other incentives.* Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) *Subcontracts.* The Contractor shall include an appropriate value engineering clause in any subcontract of \$100,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) *Data.* The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _____, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

CLAUSES INCORPORATED BY REFERENCE (FEB 1998) (52.252-2)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address:

<http://www.arnet.gov/far>

AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984) (FAR 52.252-6)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (AUG 2000) (DFARS 252.211-7005)

(a) Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at http://www.dcmc.hq.dla.mil/dcmc_o/oc/spi/files/dbreport/files/modified.xls.

HAZARD WARNING LABELS (DEC 1991) (DFARS 252.223-7001)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

(1) Federal Insecticide, Fungicide and Rodenticide Act;

- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL
(If None, Insert "None")

ACT

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY (MAR 1998) (DFARS 252.225-7008)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act—Trade Agreements—Balance of Payments Program clause or the Buy American Act—North American Free Trade Agreement Implementation Act—Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

HAZARDOUS MATERIALS (6002)

(a) Packaging, Packing, Marking and Labeling Hazardous materials to be shipped by any mode or combination of transportation modes shall be prepared (properly classed, described, packaged, marked, labeled, transport vehicle placarded, etc.) for shipment in accordance with MIL-STD-129 and all applicable government and carrier regulations in effect at time of shipment.

(b) In the event of a conflict between specific requirements in the contract or order and existing applicable regulations, the regulations take precedence. Under no circumstances shall the contractor knowingly use materials, markings or procedures which are not in accordance with laws and regulations applicable to the mode of transportation employed.

<u>TYPE OF SHIPMENT</u>	<u>APPLICABLE REGULATIONS</u>
1. Domestic	A
2. Domestic Air Commercial	A, B, C
3. Domestic Air Military	A, F
*4. Export Surface	A, E, G
*5. Export Air Commercial	A, D, G
*6. Export Air Military (MAC)	F, G

LIST OF REGULATIONS

- A. Code of Federal Regulations Title: 49 Transportation Parts 100-199
- B. Official Air Transport Restricted Articles Tariff No. 6-D C.A.B. 82
- C. Official Air Transport Restricted Articles Circular No. 6-D
- D. International Air Transport Association Restricted Articles Regulations

E. International Maritime Dangerous Goods Code

F. Air Force Regulation 71-4 Preparation of Hazardous Materials for Military Shipment

*G. Export shipments are also subject to the domestic regulations indicated to the port of embarkation.

OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (6005)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
<u>0003</u>	<u>30 November 2001</u>
<u>0004</u>	<u>1 September 2002</u>
<u>0005</u>	<u>1 September 2003</u>
<u>0006</u>	<u>1 September 2004</u>
<u>0007</u>	<u>1 September 2005</u>
<u>0008</u>	<u>1 September 2006</u>

PERFORMANCE EVALUATION (6008)

The Government will evaluate the performance of the contractor awarded the contract resulting from this solicitation, in accordance with FAR 42.15. The following performance rating factors will be utilized: Quality; Timeliness of Performance; Business Relations; and Customer Satisfaction

SECTION "J" - LIST OF ATTACHMENTSExhibit "A" - Contract Data Requirements List (CDRL):

<u>Description</u>	<u>Date</u>	<u>No. of Pages</u>
CDRL A001 (Technical and Management Work Plan)	8 Jan 01	1
CDRL A002 (Contractor's Progress, Status and Management Monthly Report)	8 Jan 01	1
CDRL A003 (Program Progress Report)	8 Jan 01	1
CDRL A004 (Test/Inspection Report)	8 Jan 01	1
CDRL A005 (Test Procedure (Lot Acceptance Test Procedure))	8 Jan 01	1
CDRL A006 (Test/Inspection Reports (Lot Acceptance Test Report))	7 Aug 91	1
<u>Exhibit "B"</u> -		
Drawing No. 203715 Battery Electronic CI 0041037	12 Sep 96	22
Critical Item Development Specification for Missile X Electronics Battery, S-118-41037 Part I	3 Nov 87	37
Critical Item Development Specification for Missile X Electronics Battery, S-118-41037 Part II	5 Nov 87	23
<u>Attachments</u>		
(1) Data Item Description (DID) DI-MGMT-81117	19 Dec 90	3
(2) DID DI-MGMT-80227	5 Sep 86	2
(3) DID DI-MGMT-80555	30 Mar 88	2
(4) DID DI-NDTI-80809B	24 Jan 97	4
(5) DID DI-NDTI-80603	1 Jun 88	3
(6) General DD Form 1423 Glossary	22 Jun 90	8

Data Item Descriptions may be downloaded from the following Internet site: <http://astimage.daps.dla.mil/quicksearch/>. Any DID not located at the website will be provided upon request. The General DD Form 1423 Glossary may be downloaded from the NAVSURFWARCENDIV Crane acquisition website. Copies of Drawing No. 203715 Battery Electronic CI 0041037 will be provided upon request.

SECTION "K" - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

- I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) PROVISIONS
- II. DEFENSE FAR SUPPLEMENT (DFARS) (48 CFR CHAPTER 2) PROVISIONS

<u>PART I</u>		
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions	Apr 1991

PROVISIONS IN FULL TEXT**CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985) (FAR 52.203-2)**

(a) The offeror certifies that--

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other

offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory--

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above _____
(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

TAXPAYER IDENTIFICATION (OCT 1998) (FAR 52.204-3)

(a) Definitions.

"Common parent," as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

() TIN: _____.

() TIN has been applied for.

() TIN is not required because:

() Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

() Offeror is an agency or instrumentality of a foreign government;

() Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

() Sole proprietorship;

() Partnership;

() Corporate entity (not tax-exempt);

() Corporate entity (tax-exempt);

() Government entity (Federal, State, or local);;

() Foreign government;

() International organization per 26 CFR 1.6049-4;

() Other _____.

(f) Common Parent.

() Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

() Name and TIN of common parent::

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Name _____
TIN _____

WOMEN-OWNED BUSINESS [OTHER THAN SMALL BUSINESS] (MAY 1999) (FAR 52.204-5)

(a) *Definition.* Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation.] The offeror represents that it [] is, [] is not a women-owned business concern.

ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987) (FAR 52.207-4)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

_____ (b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>
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_____ (c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a database for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996) (FAR 52.209-5)

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE

MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

PLACE OF PERFORMANCE (OCT 1997) (FAR 52.215-06)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the spaces provided the required information:

Place of Performance (Street, Address
City, County, State, Zip Code)

Name and Address of Owner and Operator of the Plant or
Facility if Other Than Offeror or Respondent

SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000) (FAR 52.219-1) – ALT II (OCT 2000)

(a)

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 335912..
- (2) The small business size standard is 1000 employees.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

- (1) The offeror represents as part of its offer that it * is, * is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it * is, * is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it * is, * is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it * is, * is not a service-disabled veteran-owned small business concern.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
- (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate II (Oct 2000). As prescribed in 19.307(a)(3), add the following paragraph (b)(7) to the basic provision:

(7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

- ☐ Black American.
- ☐ Hispanic American.
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) (FAR 52.222-22)

The offeror represents that—

(a) It (☐) has, (☐) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,

(b) It (☐) has, (☐) has not, filed all required compliance reports; and

Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

AFFIRMATIVE ACTION COMPLIANCE (APR 1984) (FAR 52.222-25)

The offeror represents that (a) it (☐) has developed and has on file, (☐) has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or (b) it (☐) has not previously

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had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000) (FAR 52.223-13)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

* (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

* (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

* (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

* (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

* (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

INTENT TO FURNISH PRECIOUS METALS AS GOVERNMENT-FURNISHED MATERIAL (DEC 1991) (DFARS 252.208-7000)

(a) The Government intends to furnish precious metals required in the manufacture of items to be delivered under the contract if the Contracting Officer determines it to be in the Government's best interests. The use of Government-furnished silver is mandatory when the quantity required is one hundred troy ounces or more. The precious metals will be furnished pursuant to the Government Furnished Property clause of the contract.

(b) The Offeror shall cite the type (silver, gold, platinum, palladium, iridium, rhodium, and ruthenium) and quantity in whole troy ounces of precious metals required in the performance of this contract (including precious metal required for any first article or production sample), and shall specify the national stock number (NSN) and nomenclature, if known of the deliverable item requiring precious metals.

Deliverable Item		
Precious Metal*	<u>Quantity</u>	<u>(NSN and Nomenclature)</u>
<hr/>		
<hr/>		

*If platinum or palladium, specify whether sponge or granules are required.

(c) Offerors shall submit two prices for each deliverable item which contains precious metals--one based on the Government furnishing precious metals, and one based on the Contractor furnishing precious metals. Award will be made on the basis which is in the best interest of the Government.

(d) The contractor agrees to insert this clause, including this paragraph (d), in solicitations for subcontracts and purchase orders issued in the performance of this contract, unless the Contractor knows that the item being purchased contains no precious metals.

DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998) (DFARS 252.209-7001)

(a) *Definitions.*

As used in this provision --

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include: Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.
- (3) "Significant interest" means --
 - (i) Ownership of or beneficial interest in five percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding five percent or more of any class of the firm's securities in "nominee shares", "street names," or some other method of holding securities that does not disclose the beneficial owner;
 - (ii) Holding a management position in the firm such as director or officer;
 - (iii) Ability to control or influence the election, appointment, or tenure of directors or officers of the firm;
 - (iv) Ownership of ten percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or
 - (v) Holding fifty percent or more of the indebtedness of a firm.

(b) *Prohibition on award.*

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.*

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each government.

PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000) (DFAR 252.225-7017)

(a) *Definition.* "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.

(b) *Prohibition on award.* Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L. 105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

(c) *Representation.* By submission of an offer, the offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the offeror.

BUY AMERICAN ACT--NORTH AMERICAN FREE TRADE AGREEMENT IMPLEMENTATION ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (MAR 1998) (DFARS 252.225-7035)

(a) *Definitions.*

"Domestic end product," "foreign end product," "NAFTA country end product," and "qualifying country end product" have the meanings given in the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clauses of this solicitation.

(b) *Evaluation.*

Offers will be evaluated in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement. For line items subject to the North American Free Trade Agreement Implementation Act, offers of qualifying country end products or NAFTA country end products will be evaluated without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications.*

(1) The Offeror certifies that--

- (i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

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(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror must identify all end products that are not domestic end products.

(i) The Offeror certifies that the following supplies are qualifying country (except Canada) end products:

(insert line item number)

(insert country of origin)

(ii) The Offeror certifies that the following supplies qualify as NAFTA country end products:

(insert line item number)

(insert country of origin).

(iii) The Offeror certifies that the following supplies are other foreign end products:

(insert line item number)

(insert country of origin).

REPRESENTATION OF EXTENT OF OCEAN TRANSPORTATION BY SEA (AUG 1992) (DFARS 252.247-7022)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of the solicitation.

(b) Representation.

The Offeror represents that it--

___ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

___ Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

CONTRACTOR PERFORMANCE DATA

The offeror shall demonstrate past performance through completion of the "Contractor Performance Data Sheet". The Contractor Performance Data Sheet shall be completed in its entirety. Data other than that requested on the Contractor Performance Data Sheet will not be considered.

Additionally, offerors are urged to submit brief and concise responses, within the confines of the space allotted. *Failure to submit the completed Contractor Performance Data Sheet (along with the proposal) shall be considered certification (by signature on the proposal) that the contractor has no past performance for like or similar items for the Government to evaluate.*

CONTRACTOR PERFORMANCE DATA SHEET

NOTE: THE INFORMATION PROVIDED MAY BE USED TO EVALUATE THE OFFEROR'S PAST PERFORMANCE IN MEETING COSTS/PRICE, TECHNICAL, AND DELIVERY OBJECTIVES. POINTS OF CONTACT PROVIDED, MAY BE CONTACTED TO CONFIRM INFORMATION PROVIDED AND TO GATHER INFORMATION ON TECHNICAL PERFORMANCE, QUALITY, LIFE CYCLE COST AND/OR RELIABILITY. THE RESULTS MAY BE USED IN THE OVERALL COMPARATIVE EVALUATION OF THE OFFEROR (S) IN ACCORDANCE WITH SECTION M OF THE REQUEST FOR PROPOSAL.

Please list performance data on a maximum of five contracts for like or similar items, either completed or ongoing, under which performance has taken place within the last three years. Contracts with the federal government are preferred, but you may also list contracts with state and local governments or contracts with commercial customers. In determining which contracts to submit, please refer to FAR 15. 305(a)(2)(I), which states in pertinent part that "[p]ast performance information is one indicator of an offeror's ability to perform the contract successfully. The currency and relevance of the information, source of the information, context of the data, and general trends in contractor's performance shall be considered in making the award decision...". The Government reserves the right to not consider any information submitted exceeding the five-contract limitation.

Contractor Name:

RFP #:

Address:

POC: (Person who can verify data)

Telephone:

Division:

FAX:

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CONTRACT INFORMATION

Contract Number:

Date Completed:

Contract Type: Fixed Price

Cost Reimbursement Other (Specify)

Item Description:

Contract Quantity/Length of Service:

Customer Name:

Customer POC: (Person who can verify data)

Address:

Telephone:

FAX:

QUALITY

NOTE: An explanation must accompany all answers with an asterisk(*).

Was consideration or a monetary withhold for non-conforming supplies/services or late deliveries assessed against this contract?

YES* ____ NO ____ (Explanation)

Was/is any part of this contract terminated for default and/or litigation?

YES* ____ NO ____ (Explanation)

Was any warranty work completed on delivered items?

YES* ____ NO ____ (Explanation)

Did you receive any quality awards in the past three years?

YES* ____ NO ____ (List Awards)

TIMELINESS

Were all items (including products, services, reports, etc.) delivered within the original contract schedule?

YES ____ NO * ____ (Explanation)

COST FOR COST TYPE CONTRACTS:

Was the original contract estimated cost met?

YES ____ NO* ____ (Explanation)

If the estimated cost was not met, what was the positive/negative percentage of change?

+ ____ - ____

OTHER PERTINENT INFORMATION

Describe any corrective action(s) initiated to solve any of the above-described problems/deficiencies on this contract. Discuss the success of the corrective action(s) taken.

SECTION "L" - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

	<u>PART I</u>	
<u>FAR</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>
52.204-06	Data Universal Numbering System (DUNS) Number	Apr 1998
52.214-34	Submission of Offers in the English Language	Apr 1991
52.214-35	Submission of Offers in U.S. Currency	Apr 1991
52.215-01	Instructions to Offerors-Competitive Acquisition	Feb 2000
52.215-01	Instructions to Offerors-Competitive Acquisition – Alternate II (Oct 1997)	Feb 2000
	<u>PART II</u>	
<u>DFARS</u> <u>Subsection</u>	<u>Title</u>	<u>Date</u>

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252.204-7004	Commercial and Government Entity (CAGE) Code Reporting	Mar 2000
252.204-7001	Required Central Contractor Registration	Aug 1999
252.227-7017	Identification and Assertion of Use, Release or Disclosure Restrictions	Jun 1995
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	Jun 1995

PROVISIONS IN FULL TEXT

TYPE OF CONTRACT (APR 1984) (FAR 52.216-1)

The Government contemplates award of a firm fixed price supply contract resulting from this solicitation.

SERVICE OF PROTEST (AUG 1996) (FAR 52.233-2)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Doug McDaniel, Code 1164, Bldg 64, Naval Surface warfare Center, 300 highway 361, Crane, IN 47522-5001.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) (FAR 52.252-1)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this address: <http://www.arnet.gov/far>

AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984) (FAR 52.252-5)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors shall provide the information required by DFARS 252.211-7005, paragraph (c).

SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS SUBCONTRACTING PLAN (NAVSEA) (Jun 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as

either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to , or related laboratories (if applicable), in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

USE OF NON-DEVELOPMENTAL ITEMS (NDI) (NAVSEA) (MAY 1993)

(a) Use of NDI is the preferred method of satisfying operational requirements of the Navy where such use does not degrade the operational or performance requirements. The term NDI means:

- (1) Any item of supply that is available in the commercial marketplace;
- (2) Any previously developed item of supply that is in use by a department or agency of the United States, a State or local government, or a foreign government with which the United States has a mutual defense cooperation agreement;
- (3) Any item of supply described in paragraph (1) or (2) that requires only minor modification in order to meet the requirements of the procuring agency; or
- (4) Any item of supply that is currently being produced that does not meet the requirements of paragraph (1), (2), or (3) solely because the item:
 - (i) is not yet in use; or
 - (ii) is not yet available in the commercial marketplace.

(b) Offerors are encouraged to propose NDI or partial NDI alternatives to conventional R&D or MIL-SPEC production hardware or software requirements of this solicitation at all levels of the work breakdown structure (i.e. end-item, sub-system, component, piece part, etc.). All proposed NDI alternatives shall be clearly identified in the proposal. The intent of the NDI alternative is to provide the Navy with effective and economic solutions to its essential operational requirements.

ALTERNATIVES TO SPECIFICATIONS OR STANDARDS (NAVSEA) (AUG 1994)

(a) The Department of Defense is committed to minimizing the incorporation of military and outdated federal and commercial specifications and standards in contracts and is seeking to use alternative, tailored or updated non-government specifications and standards to the maximum extent practicable to satisfy the requirements.

(b) This solicitation contains military, federal and no-government specifications and standards. To assist in the standardization of military/commercial specifications and standards and to enable the Government to evaluate current commercial practices, offerors are invited to propose (1) alternatives to those mandatory military, federal or commercial specifications and standards listed in this solicitation and/or (2) tailoring of mandatory military or federal specifications and standards identified in this solicitation.

(c) Offerors are invited to demonstrate whether the mandatory military, federal or non-government specifications and standards are

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advantageous to the Government and whether commercial specifications and standards or tailored specifications listed herein would meet the mandatory performance requirements specified in this solicitation. offerors should list below any commercial specification or standard and the specification or standard from the solicitation which it would replace. Any proposed tailored specifications should also be listed. Use additional pages as necessary.

SPEC/STD REPLACED

SPEC/STD PROPOSED

(Including number, rev. and date)

A copy of any proposed alternative commercial specifications or standards as well as any tailored specifications and standards shall be included in the offeror's proposal. Rationale which describes the advantages of the proposed alternative shall also be included in the offeror's proposal as detailed in the paragraph entitled "Instructions to Offerors" contained in Section L of this solicitation.

(d) Alternative B: It is requested that all recommendations be submitted within 12 days from the date of issuance of this solicitation to allow the Navy adequate time to make a decision and, if necessary, amend this solicitation prior to the time set for receipt of proposals. In the event the Navy decides to allow the use of alternative specification and standard, this solicitation will be amended accordingly.

GENERAL PROCUREMENT INFORMATION

Offerors are reminded to list your Commercial and Government Entity (CAGE) Code and DUNS Number in Block 15a of Page 1.

It is requested that technical questions concerning this procurement be submitted, **in writing**, to arrive at NAVSURFWARCENDIV Crane not later than 2:00 PM EST on the seventh calendar day preceding the date shown in item 9 on page 1 addressed as follows:

Contracting Officer; Crane Division, Naval Surface Warfare Center; Attn: Mr. Roger Brett, Code 1164ER, Bldg. 64
300 Highway 361; Crane, IN 47522-5011

SPECIAL NOTICE - The Director, Defense Procurement has revised DFARS to require contractors to be registered in the Central Contractor Registration (CCR) as a condition for receipt of contract award effective 1 June 1998. Offerors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at www.ccr.dlsc.dla.mil. For further details regarding the requirements of CCR, offerors are advised to review the requirements of DFAR 252.204-7004 contained herein.

Our mission is to provide quality and responsive acquisition services for this Command. In an effort to continue to improve our services, we are conducting a survey of our vendors. This survey may be found on the World Wide Web at the following address:

<http://www.crane.navy.mil/supply/VendorSurvey.htm>. Your comments will help us determine if we are accomplishing this and show us ways to improve our processes. Please consider taking the time to complete the survey.

BLANKET EXEMPTION CERTIFICATE

In accordance with the provisions of Section 39(a) and Section 6 of the Indiana Gross Income Tax Act of 1933, Crane Division, Naval Surface Warfare Center, Crane, Indiana, is specifically exempt as a Government activity from any payment of sales and use tax has been assigned Exemption Certificate Number 0018103400015.

BUSINESS HOURS

Crane Division, Naval Surface Warfare Center, Crane, Indiana, allows flexible working hours for its employees. The normal eight-hour shift may be worked between the hours of 6:30 AM and 5:30 PM EST. Many of our employees work 6:30 AM to 3:00 PM as a regular practice. The core time, when all employees are scheduled to work, is 9:00 AM to 3:00 PM.

WORLD WIDE WEB SOLICITATION INFORMATION

Some solicitations available posted on the WWW site may not include all documents of the solicitation package. Drawings and Contract Data

Requirement Lists (CDRLs) are examples of documents that may not be included due to technical issues. Under those circumstances, a notice will be provided with each solicitation package listing documents not available on WWW. Hard copies of the documents may be obtained by contacting the solicitation Point of Contact (POC) listed in the solicitation document.

Any amendments to the subject solicitation will be posted to the NSWC Crane Division WWW Page (<http://www.crane.navy.mil/supply/solicit.htm>) beneath the applicable solicitation. The complete solicitation package, including all amendments, should be received and reviewed prior to submitting a response. It is the responsibility of the offeror to obtain all amendments and/or other applicable documents prior to submission of the offer. Under these circumstances, offerors are reminded to include acknowledgement of acceptance of these amendments in their offer.

PROPOSAL REQUIREMENTS

- (a) The technical proposal and the cost/price proposal shall be submitted in separate volumes. The technical proposal shall not contain any cost/pricing information, except for salary information provided on resumes.
- (b) The offeror shall submit the following information:
 - (1) 2 completed signed solicitation packages, with all representations and certifications executed, and with cost/prices in Section B.
 - (2) 4 copies of the technical proposal.
 - (3) 2 copies of the cost/price proposal.
- (c) Technical Proposal. Each technical proposal shall enable Government evaluating personnel to make a thorough evaluation and arrive at a sound determination as to whether or not the proposal will meet the requirements of the government. To this end, each technical proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough knowledge and understanding of the requirements and has valid and practical solutions for technical problems. Statements which paraphrase the specifications or attest that "standard procedures will be employed," are inadequate to demonstrate how it is proposed to comply with the requirements of the specifications, and this clause. As a minimum, the proposal must clearly provide the following:

Overall Technical Approach to successfully accomplish the performance specification and Statement of Work, including but not limited to:
Sub-factor (a) - The technical proposal should illustrate the offeror's understanding of the battery design characteristics. This should include the basics of the plating process (proprietary processes need not be disclosed here), proposed forming method, proposed plate thicknesses, separator thicknesses, and other concepts pertinent to the cell design. In addition, the contractor should address their existing quality system that will be used and provide documentation relative to their quality system, statistical process control techniques, proposed vendors, etc. (Some of these factors are redundant with those defined in sub-factor 2.3; as long as the information is contained in one of the sub-factors that will acceptable.)

Sub-factor (b) should address any changes to existing materials or processes proposed from the drawings provided, including verifications that substitutions are equivalent in terms of battery performance. For example, the Quinorgo 6000 separator material that is called out is no longer in production. The separator is a critical design component for the battery. If a different separator is proposed, the technical proposal shall contain the type of material and the technical characteristics of the proposed material that would potentially affect battery performance. For separators, the parameters that should be addressed are wicking of 32% KOH, permeability, structural integrity in 32% KOH, impedance, accelerated aging characteristics, Fourier Transform Infrared testing for porosity, and dielectric strength (as a minimum). If these parameters are not advertised by the source of supply, then test results would be required to verify equivalency. Any change proposals that are not substantially technically validated shall constitute risk to the technical proposal

Sub-factor (c) - The technical proposal should also include process and facility plans as applicable. Process plans should include operator certification requirements (for example welding, soldering, and fabrication), current processes that exist that will be utilized, and new processes/documentation that the contractor will need to develop in order to produce the battery. The facility plans should address where the batteries will be built, environmental controls that will be instituted (temperature, humidity), ability to handle electro-explosive devices (ESD protection, ordnance handling documentation, etc.), and whether or not these facilities already exist or will need to be developed.

ANY EXCEPTION TO THE GOVERNMENT'S TECHNICAL REQUIREMENTS/SPECIFICATIONS MUST BE INCLUDED IN THE TECHNICAL PROPOSAL AND IN A COVER LETTER TO THE TECHNICAL PROPOSAL.

(d) N/A

(e) Exceptions. Offerors are not encouraged to take exceptions to this solicitation; however, any exceptions taken to the specifications, terms and conditions of this solicitation shall be explained in detail and set forth in a cover letter as well as in this section of the Cost Proposal. Offerors are to detail the particular section, clause paragraph and page to which they are taking exception.

SUBCONTRACT DATA REQUIRED

It is the intent of the Government to encourage the use of Small Business, Small and Disadvantaged Businesses and Woman Owned Business concerns whenever practicable.

Describe the extent to which your company has identified and committed to provide for participation by small, small and disadvantaged businesses (SDB), woman owned businesses (WOB), historically black colleges and universities (HBCU), or other minority institutions (MI) for the performance of this effort. The Offeror shall provide sufficient information to demonstrate that the tasks assigned the selected small, SDB, WOB, HBCU, and/or MI subcontractors are meaningful in the sense that they will be performing functions important to the overall success of the program and also broaden the subcontractor's technical capability. The offeror shall describe its management approach for enhancing proposed subcontractors' technical capability. Of special interest is the amount and type of work to be performed by the subcontractors. The offeror shall explain the reasons for and advantages of selecting particular subcontractors. Performance information shall be separate from subcontracting plans to be submitted by large businesses pursuant to FAR 52.219-9, but must incorporate the goals stressed therein.

SECTION "M" - EVALUATION FACTORS FOR AWARD

	<u>PART I</u>	
<u>FAR Subsection</u>	<u>Title</u>	<u>Date</u>
52.217-05	Evaluation of Options	Jul 1990

PROVISIONS IN FULL TEXT

INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998) (DFARS 252.225-7003)

- (a) Does the offeror propose to furnish—
- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
 - (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty free entry is to be accorded pursuant to the Duty-Free Entry—Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Qualifying Country End Products and Supplies clause of this solicitation?
- Yes () No ()
- (b) If the answer in paragraph (a) is yes, answer the following questions:
- (1) Are such foreign supplies now in the United States?
- Yes () No ()
- (2) Has the duty on such foreign supplies been paid?
- Yes () No ()
- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

SINGLE AWARD FOR ALL ITEMS - ALTERNATE I

Due to the interrelationship of supplies and/or services to be provided hereunder, the Government reserves the right to make a single award to the offeror whose offer is considered in the best interest of the Government, price and other factors considered. Therefore, offerors proposing less than the entire effort specified herein may be determined to be unacceptable.

Subject to the provisions contained herein, award shall be made to a single offeror for all subline items within each contract line item. Offers must include each subline item listed within a line item. Failure to do this shall be cause for rejection of the offer for that particular line item.

GREATEST VALUE EVALUATION

The contract resulting from this solicitation will be awarded to that responsible offeror whose offer, conforming to the solicitation, is determined most advantageous to the Government, cost/price and other factors considered. The offeror's proposal shall be in the form prescribed by this solicitation and shall contain a response to each of the areas identified which affects the evaluation factors for award.

Evaluation Factors

Factor 1- Past Performance - Past performance evaluation will consider experience in the manufacturing of primary, remotely activated silver oxide/zinc batteries. The more recent the experience and the more similarities to the battery defined in this solicitation, the more weight it will be given. Any technical problems or late deliveries associated with recent similar contracts should also be noted.

Factor 2 - Technical Proposal - Offerors shall provide a technical proposal addressing the following sub-factors:

Sub-factor (a) - The technical proposal should illustrate the offeror's understanding of the battery design characteristics.

Sub-factor (b) should address any changes to existing materials or processes proposed from the drawings provided, including verifications that substitutions are equivalent in terms of battery performance. Any change proposals that are not substantially technically validated shall constitute risk to the technical proposal.

Sub-factor (c) - The technical proposal should also include process and facility plans as applicable.

Factor 3 - Price - Price will be determined by adding the price of all CLINs, including option quantities. The Government will also include in the price determination the amount of silver the contractor requests to be provided as GFM. For evaluation purposes the number of troy ounces requested will be multiplied times the current cost of silver to the Government.

Factor 4 - Subcontracting plan - A subcontracting plan, if applicable, that is acceptable to the Government must be negotiated.

Factors 1 and 2 are of equal importance, and together they are significantly more important than Factor 3. Under Factor 2, Subfactor (b) is significantly more important than subfactors (a) and (c), which are of equal importance. Factor 4 is not a weighted factor.

The degree of importance of the price will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based, or when the price is so significantly high as to diminish the value of the superiority of the technical proposal and/or past performance to the Government.

The Government may award a contract on the basis of initial offers received without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or technical standpoint. However, if considered necessary by the contracting officer, discussions will be conducted with only those offerors whose offers are determined to be among the most highly rated offers.

The Government reserves the right to make an award to other than the lowest priced offeror with the highest technical/past performance score if the Contracting Officer determines that to do so would result in the greatest value to the Government.

PAST PERFORMANCE

During the source selection process, the Government will assess the offeror's past performance in the evaluation for contract award. Accordingly, each offeror is required to submit a list of up to five of its most recent contracts within the past three years, either completed or on-going, for the same or similar products. It is preferred that these contracts be with U.S. government customers, but contracts with other commercial concerns are also acceptable. Offerors are authorized to provide information relative to any problems encountered on the identified contracts and any corrective actions taken by the offeror. The Source Selection Authority (SSA)/Contracting Officer will evaluate the offeror's past performance based upon the information furnished by the offeror and/or other information obtained by the Contracting Officer. The Contracting Officer is not responsible for locating or securing any information not furnished with the offer. The SSA/Contracting Officer may, however, utilize all available information, including information not provided by the offeror, in the past performance evaluation. The Government reserves the right to review less than all information submitted, and to only analyze sufficient information to make a reasonable determination of each offeror's past performance rating.

If insufficient information regarding the offeror's corporate history is available, the offeror is encouraged to submit for evaluation evidence of relevant past performance on the part of the offeror's key/principal employees, as either a prime- or sub-contractor.

Past performance is assessed by the SSA/Contracting Officer and is assigned a narrative rating in the evaluation. Each offeror will be given an adjectival rating on past performance: highly favorable, favorable, neither favorable nor unfavorable, unfavorable, or highly unfavorable. Offerors who do not have same or similar past performance information reasonably available to the Contracting Officer will not be rated either favorably or unfavorably. The Government reserves the right to award to other than the lowest priced offer as set forth elsewhere in the solicitation. In addition, the Government may accept other than the lowest priced offer if doing so would result in greater value to the Government in terms of technical performance, quality, reliability, life cycle cost, or lower overall program risk. As a part of the past performance evaluation, the Government will assess the offeror's previous compliance with the requirements of FAR 52.219-8 and 52.219-9 as applicable.

**ADDRESSEE LIST (AL-01)
FOR
CDRL'S-CONTRACT N00164-01-R-0028**

1. Commander
Naval Surface Warfare Center, Crane Division
Attn: Steve Milah, Code 6093, B-3235
300 Highway 361
Crane, IN 47522-5001
2. OO-ALC/LMGS
Attn: Jimmy Ingold
6031 Gum Lane
Hill AFB, UT 84056-5826
3. ASC/SMA
2145 Monahan Way
Wright-Patterson AFB, Oh 45433

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)						Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.							
A. CONTRACT LINE ITEM NO. 0001		B. EXH/ATCH NO.		C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> X _____			
D. SYSTEM / ITEM Peacekeeper Electronics Battery			E. CONTRACT / PR NO. N00164-01-R-0028		F. CONTRACTOR		
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Contractor's Progress, Status and Management Report			3. SUBTITLE Project Status Update		
5. AUTHORITY (Data acquisition Document No.) DI-MGMT-80227			5. CONTRACT REFERENCE SOW PARA 4.2.1		6. REQUIRING OFFICE CODE 6093		
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED SEE BLK 16		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION See Blk 16	
8. APP CODE		11. AS OF DATE See Blk 16		13. DATE OF SUBSEQUENT SUBMISSION See Blk 16		14. DISTRIBUTION	
						a. ADDRESSEE	
						b. COPIES	
						DRAFT REG REPO	
						SEE BLK 16 0 3 0	
16. REMARKS							
DID paragraphs 10.3g, i, and j do not apply.							
BLOCK 7 - Submit one Info copy only of LT to: COMMANDER, CODE 1164 BLG 64 ATT D MCDANIEL, NAVSURFWARCENDIV, 300 HIGHWAY 361, CRANE IN 47522-5001							
BLOCK 9 - DISTRIBUTION STATEMENT C: "Distribution authorized to U.S. Government agencies and their contractors. Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 6093, B3235, 300 HIGHWAY 361, CRANE IN 47522-5001.							
BLOCK 11/12/13 - Submit a status report in coincidence with significant project milestones, but at least monthly.							
BLOCK 14 - The report may be submitted either by electronic mail or as agreed upon prior to submission of the report(s)							
ADDRESSEE LIST (AL) - See attached AL-01							
						15. TOTAL 0 3 0	
G. PREPARED BY Steve Milah, Code 6093, X-2029		H. DATE 3 Jan 2001		I. APPROVED BY <i>Andrew J. Davis</i> Cdr. Data Mgr		J. DATE 08 JAN 01	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.						
A. CONTRACT LINE ITEM NO. 0001		B. EXH/ATCH NO.		C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>		
D. SYSTEM / ITEM Peacekeeper Electronics Battery			E. CONTRACT / PR NO. N00164-01-R-0028		F. CONTRACTOR	
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Program Progress Report				3. SUBTITLE Contractor Project Progress Report	
4. AUTHORITY (Data acquisition Document No.) DI-MGMT-80555			5. CONTRACT REFERENCE SOW PARA 4.2.2		6. REQUIRING OFFICE CODE 6093	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ 11. AS OF DATE See Blk 16	12. DATE OF FIRST SUBMISSION See Blk 16 13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	14. DISTRIBUTION		
16. REMARKS BLOCK 7 - Submit one info copy only of LT to: COMMANDER, CODE 1164 BLG 64 ATT D MCDANIEL, NAVSURFWARCENDIV, 300 HIGHWAY 361, CRANE IN 47522-5001 BLOCK 9 - DISTRIBUTION STATEMENT C: "Distribution authorized to U.S. Government agencies and their contractors. Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 6093, B3235, 300 HIGHWAY 361, CRANE IN 47522-5001. BLOCK 11/12/13 - Submit a report at each scheduled review meeting (except at the 1 st kick-off meeting) BLOCK 14 - The report may be submitted either by electronic mail or as agreed upon prior to submission of the report(s) ADDRESSEE LIST (AL) - See attached AL-01				a. ADDRESSEE SEE BLK 16		
				b. COPIES		
				DRAFT REG REPO FINAL		
				0 3 0		
				15. TOTAL 0 3 0		
G. PREPARED BY Steve Milah, Code 6093, X-2029		H. DATE 3 Jan 2001		I. APPROVED BY <i>[Signature]</i> Chris Data Mgr		J. DATE 06 JAN 01

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

Page 1 of 1 Pages

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST (1 Data Item)					Form Approved OMB No. 0704-0188	
Public reporting burden for this collection of information is estimated to average 2 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503.						
A. CONTRACT LINE ITEM NO. 0001		B. EXH/ATCH NO.		C. CATEGORY TDP _____ TM _____ OTHER <input checked="" type="checkbox"/> X _____		
D. SYSTEM / ITEM Peacekeeper Electronics Battery		E. CONTRACT / PR NO. N00164-01-R-0028		F. CONTRACTOR		
1. DATA ITEM NO. A006		2. TITLE OF DATA ITEM Test/Inspection Report		3. SUBTITLE Lot Acceptance Test Report		
9. AUTHORITY (Data acquisition Document No.) DI-NDTI-80809B		5. CONTRACT REFERENCE SOW PARA 4.4		6. REQUIRING OFFICE CODE 6093		
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED SEE BLK 16	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See Blk 16	a. ADDRESSEE SEE BLK 16	b. COPIES DRAFT REG REPO	
16. REMARKS <p>BLOCK 7 – Submit one Info copy only of LT to: COMMANDER, CODE 1164 BLG 64 ATT D MCDANIEL, NAVSURFWARCENDIV, 300 HIGHWAY 361, CRANE IN 47522-5001</p> <p>BLOCK 9 - DISTRIBUTION STATEMENT C: "Distribution authorized to U.S. Government agencies and their contractors. Other requests for this document shall be referred to COMMANDER, NAVSURFWARCENDIV, CODE 6093, B3235, 300 HIGHWAY 361, CRANE IN 47522-5001.</p> <p>BLOCK 11/12/13 - Submit each report within 45 calendar days of completion of lot acceptance testing.</p> <p>BLOCK 14 - The reports may be submitted either by electronic mail or as agreed upon prior to submission of the report(s)</p> <p>ADDRESSEE LIST (AL) – See attached AL-01</p>				0	3	0
				15. TOTAL		
G. PREPARED BY Steve Milah, Code 6093, X-2029		H. DATE 1 Feb 01		I. APPROVED BY <i>Shirley Anderson</i> Crane Data Mgr.		J. DATE 2 Feb 01

17. PRICE GROUP

18. ESTIMATED
TOTAL PRICE